

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Hovanes Tonoyan 6627 Beeman Ave North Hollywood, CA 91606 hoviktonoyan@gmail.com 818 281 7473 <input checked="" type="checkbox"/> <i>Individual appearing without attorney</i> <input type="checkbox"/> <i>Attorney for:</i>	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION	
In re: Lusine Dokuzyan <div style="text-align: right;">Debtor(s).</div>	CASE NO.: 1:22-bk-10283-MB ADVERSARY NO.: 1:22-ap-01028-MB CHAPTER: 7
Hovanes Tonoyan <div style="text-align: center;">vs.</div> Lusine Dokuzyan <div style="text-align: right;">Plaintiff(s).</div> <div style="text-align: right;">Defendant(s).</div>	<div style="text-align: center;"> JOINT STATUS REPORT [LBR 7016-1(a)(2)] </div> <div style="padding-top: 10px;"> DATE: 11/16/2022 TIME: 1:30 p.m. COURTROOM: 303 ADDRESS: 21041 Burbank Blvd Woodland Hills, CA 91367 </div>

The parties submit the following JOINT STATUS REPORT in accordance with LBR 7016-1(a)(2):

A. PLEADINGS/SERVICE:

- | | | |
|---|---|--|
| 1. Have all parties been served with the complaint/counterclaim/cross-claim, etc. (Claims Documents)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. Have all parties filed and served answers to the Claims Documents? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Have all motions addressed to the Claims Documents been resolved? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Have counsel met and conferred in compliance with LBR 7026-1? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

5. If your answer to any of the four preceding questions is anything other than an unqualified "YES," please explain below (*or on attached page*):

From Plaintiff: Defendant accepted service of initial Complaint, which survived with 2 causes of action. If extension or leave to amend is denied, then Plaintiff would stand on the 2 causes of action. Amended complaint or not, the Defendant is aware of their duty to Answer the Complaint and has missed twice the filing an Answer to any operative cause of action while filing now 3 speaking motions in lieu of pleadings. Defendant indicated to Plaintiff during Rule 26(f) meet and confer they have no counterclaims against Plaintiff. Counsel refused to meet and confer for preparing this 2nd status report. There is a Mot to Withdraw by Def pending, and final disposition needed for the dismissed but with leave to amend causes of actions from the Motion to Dismiss.

From Defendant: Plaintiff never filed his amended complaint as the judge asked him to by October 12, 2022. We attempted to settle but plaintiff would not sign the settlement agreement. Defendant's counsel has filed a motion to withdraw.

B. READINESS FOR TRIAL:

1. When will you be ready for trial in this case?
- | <u>Plaintiff</u> | <u>Defendant</u> |
|------------------|------------------|
| June 2023 | February 2023 |
2. If your answer to the above is more than 4 months after the summons issued in this case, give reasons for further delay.
- | <u>Plaintiff</u> | <u>Defendant</u> |
|--|------------------|
| Plaintiff has taken on increasing caretaking and companionship duties for his family members, and is operating with an extremely scarce budget for the litigation. Extension will mitigate the resource drain. | |
3. When do you expect to complete your discovery efforts?
- | <u>Plaintiff</u> | <u>Defendant</u> |
|------------------|------------------|
| May 2023 | End of January |
4. What additional discovery do you require to prepare for trial?
- | <u>Plaintiff</u> | <u>Defendant</u> |
|--|------------------|
| Req and Inspect for Docs, Entry/Inspect Land/
Property/Operations, Interrog, RFAs, Deposition,
Mental Examination of Defendant | Documents |

C. TRIAL TIME:

1. What is your estimate of the time required to present your side of the case at trial (*including rebuttal stage if applicable*)?
- | <u>Plaintiff</u> | <u>Defendant</u> |
|------------------|------------------|
| 1 day | 1 day |
2. How many witnesses do you intend to call at trial (*including opposing parties*)?
- | <u>Plaintiff</u> | <u>Defendant</u> |
|--|------------------|
| 10-20, mostly corporate entities, similar to 1st status report | 2 people |

3. How many exhibits do you anticipate using at trial?

Plaintiff

30-50, mostly documentary, similar to 1st status report

Defendant

I don't know

D. PRETRIAL CONFERENCE:

A pretrial conference is usually conducted between a week to a month before trial, at which time a pretrial order will be signed by the court. [See LBR 7016-1.] If you believe that a pre-trial conference is not necessary or appropriate in this case, please so note below, stating your reasons:

Plaintiff

Pretrial conference ☒ is ☐ is not requested
Reasons:

Defendant's Counsel is sabotaging both the Plaintiff and the Defendant's cases for his own personal abdication, and this needs Court control.

Defendant

Pretrial conference ☒ is ☐ is not requested
Reasons:

Plaintiff

Pretrial conference should be set after:

(date) 05/31/2023

Defendant

Pretrial conference should be set after:

(date) 02/20/2023

E. SETTLEMENT:

1. What is the status of settlement efforts?

- From Hovanes: Plaintiff engaged in settlement efforts with Defendant's Counsel, while preserving status quo of a still proposed, unexecuted, non-binding negotiation when out-of-the-blue Defendant's Counsel sends Plaintiff a 3AM email on 11/03 telling Plaintiff "I'm done. I tried to be helpful but you want to pretend you are an attorney, which you obviously are not. Good luck. ps you never filed your first amended complaint and are in contempt of the court's order. Deal is off and you can figure it out from here." yet the Settlement Agreement that Counsel drafted on Page 3 #10 is explicit: "This Agreement shall not be binding until signed by both parties." Defendant did not provide Plaintiff with a deadline or meeting of the minds to bind any agreement or stipulation, and so, why Plaintiff is mentioned throughout the MTW remains a mystery.

- From Lusine: we agreed on the terms of the settlement. My prior attorney wrote the settlement agreement but Hovanes refused to sign last minute.

2. Has this dispute been formally mediated? ☐ Yes ☒ No

If so, when?

3. Do you want this matter sent to mediation at this time?

Plaintiff

☒ Yes ☐ No

Defendant

☒ Yes ☐ No

F. FINAL JUDGMENT/ORDER:

Any party who contests the bankruptcy court's authority to enter a final judgment and/or order in this adversary proceeding must raise its objection below. Failure to select either box below may be deemed consent.

Plaintiff

☒ I do consent

☐ I do not consent

to the bankruptcy court's entry of a final judgment and/or order in this adversary proceeding.

Defendant

☒ I do consent

☐ I do not consent

to the bankruptcy court's entry of a final judgment and/or order in this adversary proceeding.

G. ADDITIONAL COMMENTS/RECOMMENDATIONS RE TRIAL: *(Use additional page if necessary)*

Plaintiff's Statement:

Defendant did not provide initial disclosures as required by Rule 26(a)(1)(A). Sanctions for failure to provide initial disclosures are automatic and self-executing with no need for a Motion. Plaintiff delivered initial disclosures to Defendant's counsel in advance of and confirmed receipt over the Rule 26(f) meet and confer call held on August 9, 2022. Defendant's counsel reviewed the initial disclosures and raised no objections or concerns. Plaintiff has not seen or been provided any material for initial disclosures by the Defendant. Plaintiff encountered difficulties out of his control in preparation of filing a First Amended Complaint. He is a young, 26-year old hard-working, fresh graduate who does not have the expertise or the resources of Counsel. Plaintiff is currently experiencing housing and transportation instability, and doing all he can to minimize losses and injuries related to the claims against Defendant. Plaintiff has not missed any other deadline, duty, or obligation related to the litigation, has been prepared and involved every step of the way, and hopes the Court can forgive and excuse Plaintiff's neglect in meeting the deadline, by providing an extension of time to file and serve a First Amended Complaint. Defendant did not file an Answer for the second time despite their deadline being passed, having accepted service of the Complaint per the 1st status report.

Defendant has now filed a third speaking motion to once again obstruct the litigation and settlement efforts, under the guise of a Motion to Withdraw. The MTW is between Counsel and Defendant, it is not a vehicle to seek enforcement of a purported settlement agreement. Plaintiff will file a response indicating their position on the Motion, supporting declarations, and any arguments or objections. Plaintiff highlights to the Court that Counsel's withdrawal effort should be closely scrutinized, should be of elevated concern given its ambush-like timing, and with all factors considered. It is why Plaintiff from the beginning raised the alarm to Counsel's strange conduct. Counsel's firm is a debt relief agency held to stricter standards, especially when litigation developments were in the Firm's unique control. Counsel is more concerned with rushing Defendant to file for bankruptcy, obstructing Defendant's obligation to tell the truth, and now scapegoats Plaintiff for Counsel's ineffectiveness in representing their client. Apparently, giving soundbites to the LA Times, and trying (and failing) to block a former prospective client's discharge is more important for Counsel than protecting his indigent and afraid Debtor, whom he spun the roulette wheel for so indiscriminately, that he, as the saying goes, "hoisted himself with his own petard". Plaintiff should not suffer for Counsel's lack of preparedness, neither should Counsel spite the Court, the Bankruptcy system, and his Professional Responsibilities all to punish Plaintiff.

Defendant's Statement: Plaintiff did not file his amended complaint. Defendant's counsel and Plaintiff negotiated terms of a settlement which was reduced down to writing. Unfortunately, last minute, Plaintiff chose not to sign. Defendant's counsel has filed a motion to withdraw per the consent of Defendant (see docket 18). The parties, excluding counsel, should be ordered to mediation to finalize the terms of the settlement they agreed to.

Respectfully submitted,

Date: 11/09/2022

Printed name of law firm

Signature

Hovanes John Tonoyan

Printed name

Attorney for: Pro Se Plaintiff

filed via
electronic
dropbox

Date: 11/05/2022

Law Office of Sevan Gorginian

Printed name of law firm

Signature

Sevan Gorginian

Printed name

Attorney for: Defendant

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
6627 Beeman Ave
North Hollywood, CA 91606

A true and correct copy of the foregoing document entitled: **JOINT STATUS REPORT [LBR 7016-1(a)(2)]** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On *(date)* _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* 11/09/2022, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Defendant's Counsel: Sevan Gorginian, sevan@gorginianlaw.com

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

11/09/2022
Date

Arevat Mkrtchyan Atoyan
Printed Name

/s/ Arevat Mkrtchyan Atoyan
Signature

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.